

SANTA FE COUNTY
CORRECTIONS DEPARTMENT
REQUEST FOR PROPOSALS



JAIL MANAGEMENT SYSTEM

RFP# 2016-0183-CORR/IC

APRIL 2016

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I. ADVERTISEMENT

JAIL MANAGEMENT SYSTEM
RPF# 2016-0183-CORR/IC

The Santa Fe County Corrections Department is requesting proposals from qualified Offerors to provide a fully functional Jail Management System, including project management, services, installation, interfaces, training, localization, updates, enhancements, technical and customer support. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 PM on Friday, May 20, 2016, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on April 29, 2016 at 3:00 PM at the Santa Fe County Public Safety Complex, located at 35 Camino Justica, Fire Conference Room, Santa Fe, New Mexico 87508. Attendance to the pre-proposal conference is not mandatory but is strongly encouraged. A conference line will be available to conference in, please contact Iris Cordova for conference line information at icordova@santafecountynm.gov.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Iris Cordova, Procurement Specialist, Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 986-6337 or by email at icordova@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division April 17, 2016

II. CONTRACT OBJECTIVES

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County Corrections Department is interested in purchasing a new, user friendly, fully functional Jail management System (JMS), including, but not limited to project management, services, installation, interfaces, training, localization, updates, enhancements, technical and customer support and maintenance of the system. The JMS is intended to assist in the organization, recording, and accounting of multiple jail operations and all business processes of the Corrections Department for the Adult Detention Facility. The current business processes include the following:

- Booking/Release
- Accounting of Inmate Trust Fund/Management
- Classification/Classification forms and reports
- Disciplinary and Incident Reporting & Tracking
- Inmate Management Profile
- Inmate Medical Management
- Electronic Monitoring
- Dashboards
- Inmate Housing Management
- Visitation Management
- Parallel Systems Management
- IPRA Request Process

B. SCOPE OF WORK

The jail management system shall include inmate booking, release, medical and classification information, jail billing, incident reports, inmate property information, and bar code for tracking inmate identification. Additionally, the following features are recognized to be primary needs:

- **Booking-** inmate database cross reference to reduce number of duplicate entries, available inmate ID, ability to merge two records—explore interface with judicial system, manage booking information to include demographics, allow booking without immediate case number, court transports, ability to attach scanned files
- **Accounting for Inmate Trust Fund Management-** Inmate balance, Commissary, Inmate Pay, Cash Intake, Check issuing(to include food orders and postage), Facility Billing and invoicing (inmate and external)-kiosk integration

- **Classification/Classification forms and reports**-Track Occupant ratings, inmate current and past classification status, gang status, release status, disciplinary reports, custody scoring classification system, past and current charges, inmate contacts, customizable point system according to classification requirements, case manager notes, next review date, committee report, inmate porter reports, link to scanned documents (Judgment and Sentence) System Alerts (Gang, Special Management, etc...), project release list, customizable reports
- **Disciplinary and Incident Reporting**-Track inmate discipline reports, appeals, sanctions, along with incident reports, along with additional charges or violations, recidivism, special management, assaults, variable reports based on charges,
- **Inmate Management-Profile**, Wristbands, Cell Check system, Discipline Actions, Alerts, inmate keep-aways, Grievances, Incident Reporting, property management and release, religious status, special diets, programs tracking, demographics as designed for facility needs and reporting, volunteer services, interface with phone system (PINS)
- **JMS Medical Module** to include sick call, treatment, exam forms, medication administration, and medical separation, interface with medical records system provided which meets Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Parts 160 to 164 and other federal and state guidelines regarding confidentiality.
- **Dashboards**- Incidents/Population/Property Management-Ability to Custom Create Dashboard
- **Electronic Monitoring**-,Bond Tracking/accounting, client input, statistics, interface with current software
- **Housing**- inmate locations, track movement of inmates, scheduled events, reports that list each inmate in each housing unit, incident reports, booking sheet, daily inmate count by different variables, demographics, recidivism, housing history
- **Medical**-Inmate Notifications for Physicals, Demographics, Sick Call, Interface with Electronic Health Record System (not yet determined) Interface with current Pharmacy Vendor, Interface with Care 360, notification or check in and out if inmate is at external location such as Hospital or doctor,
- **Visitation**- Scheduling and visitation records, visiting list for classification officer, to include both physical and video visitations.
- **Reporting and queries**- Ability to extract any and all information from the data base

- **Interfaces** to include Inmate Telephone, Commissary, Electronic Monitoring System (BI) AFIS(fingerprinting), Livescan, AFIS (fingerprinting), TRAX (domestic violence) Codis (DNA system) and VINES. Must include in module- charges, warrants, holds, Inmate Release, imaging (Mug Shot and Line Up) and any others xxxxxx as articulated in post proposal clarifications
- **Administrative tools-** Customizable Reports, Documentation and reports for Legal Requests, permission based system
- 24/7 Technical Support
- Onsite Ongoing Training
- Provide upgrades in a timely manner, to include testing and training within an allowable timeframe
- Data conversion of current software and assistance
- Customization of software to encompass current business practices of the facility.

2. Tasks- The Contractor will provide the following Tasks:

- **Project Plan:** Contractor shall prepare a project plan which includes: identify system requirements; analyze the county's detention facility environment, define the project objectives and scope, estimate high-level project activities' completion dates and describe milestones. The contractor will also describe the feasibility of the project; outline the development of the project plan, software quality assurance plan, software configuration management plan and their approval processes. The contractor will identify hardware specifications for Santa Fe County and the Santa Fe County Detention facility. The contractor will identify hardware specifications for Santa Fe County Corrections Department's servers and workstations.
- **Requirements Definition:** Contractor shall prepare an analysis of the County's current systems, business practices, processes and needs. Contractor shall prepare the translation of those processes and needs into formal requirements and plan the testing activities to validate the performance of the software products.
- **Functional Design:** Contractor shall provide the overall structure of the software product defined from a functional viewpoint to include the logical system flow, data or organization system inputs and outputs, processing rules and operational characteristics of the software production from the County's point of view.
- **System Design:** The contractor shall provide the County with user-oriented functional design specifications that are translated into a set of technical, computer-oriented system design specifications. The design should depict exactly how the county will utilize the software, and identify table data and /or any

development required. Flow charts and graphics should be included as part of the system design.

- Integration and Testing: The contractor shall provide hardware requirements to ensure the compatibility to the software components. That all software components are integrated and tested to determine whether the software product meets predetermined functionality, performance, quality, interface and security requirements. Contractor shall supervise initial functionality testing, including tests with sample data, test cases with real data and tests using converted data in a controlled environment. Contractor shall provide on-site management, supervision and assistance to plan, prepare, assist and supervise system testing, as well as the comprehensive system structure.
 - User testing shall be structured to include many of the anticipated users, with training for users on test protocols and system expectations as part of the test preparation work, and supervision throughout the testing process.
 - Certain phases of the testing shall be oriented towards exception testing, where the system is tested with invalid and out of range data.
- Installation and Acceptance
 - Contractor shall install the software on-site to verify software readiness with the supplied hardware and conduct functionality testing. The objectives of the activities in this stage are to verify that software products meet design requirements and to obtain the county's acceptance and approval of the software product(s).
 - The county reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at the end of each phase of system installation and implementation at the County site, and lasting for a maximum of (6) months. The county also reserves the right to have an independent contractor audit the system to obtain reasonable assurance pertaining to the functions pertaining, auditability, and related controls of the system. At any time before the end of this six (6) month period, if the specifications or requirements of this agreement, or that features or functions said to be present in the contractor's proposal are absent or do not function properly, the County may execute any or all of the following:
 - Have the contractor modify the installed software to eliminate the deficiency to the county's satisfactions
 - Have the Contractor re-install a new copy of the Software
 - Extend the acceptance testing period for a period of thirty (30) days to allow time for the contractor to remedy the problems.
 - Remove the application software, cancel this Agreement, and recover payments extended from County funds.

- Data conversion: Contractor shall provide on-site resources for accomplishment of data conversion to the new system, including testing and verification of data conversion results. Contractor and County staff will work together to configure a file format suitable for the conversion. The contractor shall load the data onto the new software database. The County anticipates historical conversion of multiple years' worth of historical data.
- Transition: Contractor shall provide transition, parallel system and supervision for the implementation to the new JMS system to include; integration, testing, installation, acceptance and data conversion phases.
- On-Site Training and Assistance: Contractor shall provide continued on-site resources for the initial system start-up, including debugging, help-response to users, one on one training with critical users, and other recommended approaches to ensure a smooth implementation. The contractor will provide all supporting technical user documentations, help files, data files, libraries, software customizations and modifications.
- Maintenance: The contractor shall provide support for the JMS to include: existing software support, updates to supplemental files, revisions to documentation, utilities, and new functionality through software upgrades. The contractor shall provide 24 hour unlimited telephone technical support for Santa Fe County Corrections department staff members and members of Santa Fe County IT staff.

3. Primary System Capabilities

- Data – Sequal (SQL) Database
- Windows based operating system
- Compatibility with Microsoft Windows Operating system
- Varying levels of system user security and access.
- Inmate photo imprinted onto primary booking information sheet.
- An integrated billing system that can accommodate multiple agency billing per inmate, allow for creative billing formulas, and provide for cost recovery needs.
- Complete user training, customer service, and a "help desk" feature. i) Component for inmate money control.
- Component for inmate medical control.
- Ability to pose a query on a variety of criteria.
- Ability to scan inmates as they move from one event to another using a bar code and ability to track movement in and out of the facility.
- Automatic web uploads of inmate web site, i.e., as inmates are booked or released web site is uploaded.

4. Secondary System Capabilities

The secondary capabilities that are desired by the County but are not required. The Offeror should propose these items as "add ons" that can be purchased separately or as enhancements to the Jail Management System. The items are described below:

- a) An "inmate search" field which will provide for specific detail on the basis for and activity of an inmate being searched.
- b) A component to automatically upload a flat data file (ASCII) (containing the booking, charge, and personal data on each person booked) into the Santa Fe Countys' website data base, on a daily basis.
- c) A separate section to coordinate, record, and log jail programs (i.e. home detention and community service projects).
- d) On line help files.
- e) Bar code system for inmate identification.
- f) Ability to interface with NM Courts system.

C. QUALIFICATIONS

Santa Fe County Corrections Department is seeking proposals for a turnkey solution. The new system should include the following characteristics:

- 1. Provide features that help the staff do their work efficiently, safely, and accurately;
- 2. Be affordable for both the purchase and implementation as well as the annual maintenance and support;
- 3. Be easy to learn and use (user friendly);
- 4. Use "Industry Standard" components as opposed to Offerors proprietary databases;
- 5. Be easy to interface to, such that information from other systems can upload data to the jail system and this system can export data to other justice systems; and
- 6. Provide responsive training and support by the Offeror.

The County is not looking for system integrators, custom developers , or vendors whose packages would require significant rewriting and customization beyond the normal implementation process of loading tables and formatting reports. The County will work directly with the manufacturer of packages, rather than through brokers, subcontractors, or consortiums. This RFP invites qualified Offerors of jail management systems to propose their solution according to the rules contained in the RFP document.

D. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

- a. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- b. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
- c. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
- e. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

E. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Iris Cordova
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501
 Phone (505) 986-6337
 Fax (505) 989-3243
icordova@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager

regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the elected Board of County Commissioners.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative Services Department.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	April 17
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	April 29, 2016
3.	Acknowledgement Form Due	Offerors	April 29, 2016
4.	Deadline to Submit Additional Questions	Offerors	May 4, 2016
5.	Response to Written Questions	Purchasing Division	May 6, 2016
6.	Submission of Proposal Due by 2:00 PM	Offerors	May 20, 2016
7.	Proposal Evaluation	Evaluation Committee	May 23 thru June 1
8.	Selection of Finalists (If Applicable)	Evaluation Committee	June 1
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	June
10.	Oral Presentation by Finalists (If Applicable)	Offeror	June
12.	Finalize Contract	County, Offeror	June 2016
13.	Contract Award	Purchasing Division	July 2016

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 will not apply.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue RFP

This RFP is being issued by the Corrections Department and the Purchasing Division.

2. Pre-Proposal Conference, if applicable

A Pre-Proposal Conference is scheduled for on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. Attendance is not mandatory but is strongly suggested.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this solicitation will be grounds for rejection of a proposal.**

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN TIME) ON MAY 20, 2016.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals RFP # 2016-0183-CORR/IC and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Iris Cordova, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico (location subject to change). Each presentation will be limited to one (1) hour in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Procurement Office
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix (C).

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal

request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for sixty (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix C. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C, that offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the County.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

25. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Specifications
- e) Response to County Terms and Conditions
- f) Offeror's Additional Terms and Conditions

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

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V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around July, 2016. Santa Fe County intends on awarding a contract with a term of one (1) year with three (3) renewal periods, not to exceed four years).

VI. EVALUATION

A. EVALUATION FACTORS

The County will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

- 1) Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required **250 points**
- 2) Capacity and capability of the business to perform the work, including any specialized services, within the time limitations **200 points**
- 3) Past record of performance on contracts with government agencies and private industry with similar scopes of work with respect to such factors as control of costs, quality of work, and ability to meet schedules **200 points**
- 4). Evidence of understanding of scope of work, the site, existing conditions, and the purpose and goals of the Santa Fe County Corrections Department **350 points**

TOTAL POINTS 1000 points

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Jail Management System

RFP # 2016-183-CORR/IC

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **April 29, 2016**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 986-6337
(505) 989-3243
icordova@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
SAMPLE AGREEMENT